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CASE NUMBER: 15-2-15975-5 KNT

THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR THE COUNTY OF KING

VINCENT K. SEWELL, PATRICIA A.  
SEWELL, and SOBER SOLUTIONS  
TRANSITIONAL HOUSING SERVICES,  
LLC,

Plaintiffs

v.

ROSEMARY A. HIBBLER a/k/a  
ROSEMARY PARGOUD a/k/a  
ROSEMARY BARNES d/b/a SOBER  
SOLUTIONS and/or d/b/a SOBER  
SOLUTIONS TRANSITIONAL HOUSING,

Defendants.

NO.:

**COMPLAINT**

COME NOW the Plaintiffs, Vincent K. Sewell, Patricia A. Sewell, and Sober Solutions Transitional Housing Services, LLC, by and through their counsel, Barraza Law, PLLC and for cause of action against the above-named Defendant, allege as follows:

**I. PARTIES**

1.1 Plaintiff Vincent Sewell, a resident of Washington, owns Sober Solutions Transitional Housing Services, LLC and has operated businesses under the names Sober Solutions, Sober Solutions Transitional Housing, and Sober Solutions Transitional Housing Services, LLC ("Sober Solutions") since at least November 2, 2010.

1.2 Plaintiff Patricia A. Sewell, a resident of Washington, leases almost all of her rental housing stock to her son Vincent Sewell which he makes available for Sober Solutions clients.

1.3 Sober Solutions Transitional Housing Services, LLC ("Sober Solutions") is a domestic limited liability company operating under Washington UBI 603061446. Sober Solutions may bring this action because it has complied with all relevant laws and rules and paid all required taxes.

1.4 Defendant Rosemary A. Hibbler a/k/a Rosemary Pargoud a/k/a Rosemary Barnes d/b/a Sober Solutions and/or d/b/a Sober Solutions Transitional Housing ("Hibbler") is believed to be a Washington resident. Hibbler worked on contract for Vincent Sewell, Sober Solutions Transitional Housing, and Sober Solutions Transitional Housing Services, LLC until late December of 2014.

1.5 Plaintiffs allege that the acts complained herein occurred and continue to primarily occur in King County, Washington.

1.6 All allegations of this Complaint are made upon information and belief, without prejudice to amendment, supplementation, contradiction, withdrawal or deletion of any allegation or Plaintiffs' right to prove the true facts at trial after they have been ascertained.

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## **II. JURISDICTION AND VENUE**

2.1 Pursuant to RCW 2.08.010, the Superior Court of Washington has personal and subject matter jurisdiction over this case.

2.2 Pursuant to RCW 4.12.010 and/or RCW 4.12.020, King County, Washington, constitutes the proper venue for this action as the wrongful acts occurred and continue to occur primarily in King County, Washington.

## **III. STATEMENT OF FACTS**

3.1 Vincent K. Sewell founded Sober Solutions in September of 2010. Sober Solutions was incorporated on November 2, 2010 as "Sober Solutions Transitional Housing Services, LLC" under Washington UBI 603061446. Vincent Sewell founded Sober Solutions to provide homeless veterans and formerly incarcerated addicts a transitional residential-living environment in which individuals live together as a single family housekeeping unit with common cooking facilities. At that time, Vincent transferred the title of all three of the rental properties he owns to Sober Solutions Transitional Housing Services, LLC. Vincent is the sole owner of the limited liability corporation and it remains active.

3.2 Patricia Sewell, Vincent's mother, leased most of the rental units she owns to Vincent. Although Patricia does not have a legal interest in the corporation, she remains heavily involved in the day-to-day operations of Sober Solutions in its various iterations. Patricia and Vincent Sewell have authorized each other to act as his or her respective agent. This Complaint refers to them as the "Sewells."

3.3 Vincent Sewell created and has exclusively and continuously owned and utilized the "Sober Solutions" trade name since at least September of 2010. In addition to forming Sober Solutions Transitional Housing Services, LLC as a legal entity to operate Sober

1 Solutions, Vincent opened Sober Solutions, a nonprofit corporation, under UBI 603286597 in  
2 March of 2013 and dissolved it on March 31, 2014.

3 3.4 In March of 2014, Vincent founded Sober Solutions Transitional Housing, a  
4 nonprofit corporation under UBI 603395461. Vincent was listed as the President in the Articles  
5 of Incorporation and the only initial director. At incorporation and pursuant to the amended  
6 articles of incorporation, the initial board of directors included Vincent Sewell, President;  
7 Amelia Williams (Sewell); Patricia Sewell, Chair Person; and June Lu (who subsequently  
8 resigned). Vincent and Pat Sewell indicated an initial capital contribution of \$250,000 each  
9 consisting of their respective investments in developing the brand and housing over the course  
10 of the four years leading up to the formation of the non-profit. As of November 25, 2014, the  
11 IRS recognized Vincent as the sole corporate member of Sober Solutions Transitional Housing.  
12

13 3.5 From 2010 forward, Vincent Sewell continuously and exclusively used the Sober  
14 Solutions trade name in corporate names; correspondence; letterhead; signage; brochures;  
15 invoices; receipts; websites; email addresses; contracts with third-parties; advertising; media  
16 communications; client agreements, applications, contracts, rules, regulations,  
17 communications, and correspondence; utility billing; property titles (for Vincent Sewell's  
18 properties); banking; and federal, state, and local government communications and licensure.  
19 All three Sober Solutions entities reflected in Washington records, including Sober Solutions  
20 Transitional Housing Services, LLC, Sober Solutions, and Sober Solutions Transitional  
21 Housing, were established by Vincent Sewell.  
22

23 3.6 In September of 2013, Defendant Vincent Sewell contracted Plaintiff Rosemary  
24 Hibbler to serve as an independent contractor providing services for Sober Solutions. At that  
25 time, Sober Solutions operated as **Sober Solutions Transitional Housing Services, LLC**,  
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1 under Washington UBI 603061446. When Vincent founded the nonprofit **Sober Solutions**  
2 **Transitional Housing**, he appointed Rosemary Hibbler as executive director. Vincent Sewell  
3 terminated Ms. Hibbler's contract by letter dated December 23, 2014.

4 3.7 Sober Solutions in its three legal iterations always endeavored to serve persons  
5 with criminal histories. Thus, it was no surprise to the Sewells that Ms. Hibbler had served  
6 time in prison for theft. The Sewells conducted reference checks and received a positive  
7 reference from an employee of the Department of Corrections. However, Ms. Hibbler failed to  
8 disclose that she had been convicted of three felony counts of forgery and four felony counts of  
9 theft. She was sentenced to 43-months in prison and was released in June 2013. See Pierce  
10 County Superior Court Cause Nos. 09-1-03816-5 and 09-1-03815-7 verifying her felony  
11 convictions.  
12

13 3.8 In December of 2013, Ms. Hibbler acknowledged her limited role as Program  
14 Director for Sober Solutions Transitional Housing.

15 3.9 The Sewells have used the website sobersolutionshousing.com since 2010. In  
16 September of 2014, Rosemary Hibbler convinced the Sewells to authorize her to purchase a  
17 new website domain for ***sobersolutionshousing.org*** (emphasis added). Ms. Hibbler utilized  
18 funds belonging to the Plaintiffs to purchase the web domain sobersolutionshousing.org. Ms.  
19 Hibbler continues to use the web domain sobersolutionshousing.org even after Vincent Sewell  
20 terminated her affiliation with Sober Solutions on or about December 23, 2014.  
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22 3.10 In an email message, dated November 13, 2014, Rosemary Hibbler acknowledged  
23 Vincent Sewell as Chairman, Patricia Sewell as Treasurer, and Amelia Williams as Secretary  
24 of the Board of Directors of Sober Solutions Transitional Housing. On November 24, 2014,  
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1 Ms. Hibbler emailed them and requested a meeting of the Board to make some operational  
2 decisions.

3 3.11 Throughout 2014, the Sewells financial situation worsened because of high  
4 vacancy rates. As a result of a sharp decline in revenue under Ms. Hibbler's watch, Patricia  
5 Sewell was forced to re-open her Chapter 11 bankruptcy to save her properties from  
6 foreclosure.

7 3.12 On December 5, 2014, Rosemary Hibbler sent an email to the Sewells stating that  
8 she was "financially prepared to meet the immediate needs required to satisfy Washington  
9 Federal in order to obtain the use of 2301 F Street." That same day, Rosemary Hibbler sent  
10 another email to the Sewells stating that she "would like to discuss having the opportunity to  
11 Master Lease the following: 1734 S 82nd St, 1736 S 82nd St, 905 18th St, 925 18th St, 19 F  
12 St, 2301 F St, 537 37th St. *I would also like to keep the Sober Solutions name. With that, I*  
13 *would like to discuss purchasing the Sober Solutions Program* (emphasis added)." She sent  
14 the Sewells a third email that day informing them that she "would also like to include 2410 N  
15 St units A, C, D as well as 2406" (emphasis added).  
16

17 3.13 In response, on December 12, 2014, the Sewells met with Rosemary Hibbler  
18 about leasing their properties. On December 13, 2014, Ms. Hibbler sent an email to the Sewells  
19 stating, "I have attached the draft for master lease agreements for the buildings only. I have not  
20 received the other drafts from attorney. I will forward when I receive. We are submitting a  
21 separate agreement for the operation of Sober Solutions non-profit. I also need to get a signed  
22 contract which outlines the scope of (sic) to be performed by me for the remainder of the year."  
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24 3.14 In December of 2014, the Sewells' accountant, Patrick J. Halligan, identified a  
25 pattern of financial discrepancies indicating that Ms. Hibbler misappropriated funds from the  
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1 bank accounts that she managed for Sober Solutions Transitional Housing, including failing to  
2 pay taxes, mortgages, contractors, and utility bills. By letter dated December 23, 2014, Vincent  
3 Sewell terminated Rosemary Hibbler's relationship with Sober Solutions. On or about  
4 December 24, 2014, Auburn, Washington police escorted Rosemary Hibbler from the Sewells  
5 property. That same month, the Federal Way Police Department initiated an investigation of  
6 Ms. Hibbler. Although the Federal Way Police declined to prosecute the case, the Sewells  
7 believe that at least \$116,000 in checks plus an unknown amount of unauthorized cash was  
8 mis-appropriated from Sober Solutions by Rosemary Hibbler. Mr. Halligan subsequently  
9 reported Ms. Hibbler to the Internal Revenue Service in January of 2015.  
10

11 3.15 On or about December 8, 2014, Ms. Hibbler applied for a Washington trademark  
12 for the name "**Sober Solutions**." On December 9, 2014, the Washington Secretary of State  
13 issued trademark 57517 to Rosemary Hibbler based on her representation that she had first  
14 used it beginning in November of 2012. Ms. Hibbler had no relationship with the Sewells or  
15 Sober Solutions until September of 2013. Indeed, all of the materials she submitted in support  
16 of her trademark application belonged to the Sewells and were misrepresented as materials she  
17 utilized in trade.  
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19 3.16 The Board of Directors of Sober Solutions Transitional Housing, including  
20 Vincent Sewell, Patricia Sewell, Amelia Williams, never authorized Ms. Hibbler to apply for a  
21 state or federal trademark on behalf Sober Solutions Transitional Housing nor licensed the  
22 name to her for use or registration. Nor did Vincent Sewell authorize Ms. Hibbler to apply for a  
23 state or federal trademark under the name Sober Solutions or ever license the name to her for  
24 use or registration.  
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1           3.17   On December 16, 2014, Rosemary Hibbler made unauthorized changes to Patricia  
2   Sewell's City of Tacoma business licenses when she executed a City of Tacoma Application  
3   for Certificate of Registration and Licensing wherein she characterized the name of the LLC as  
4   Sober Solutions LLC operating under UBI 603395461 and located at 1736 S. 82nd Street in  
5   Tacoma, Washington. Technically, the name of the corporation operating as UBI 603395461 is  
6   Sober Solutions Transitional Housing. Neither Patricia Sewell, who owns 1736 S. 82nd Street  
7   in Tacoma, Washington, nor the Board of Directors of Sober Solutions Transitional Housing  
8   authorized Rosemary Hibbler to apply for a business license in Tacoma.  
9

10           3.18   Also on December 16, 2014, the Sewells had a conversation with officials from  
11   Catholic Community Services ("CCS") officials regarding a partnership between Catholic  
12   Community Services' Housing & Essential Needs program ("HEN") and Sober Solutions. On  
13   December 18, 2014, Rosemary Hibbler wrote a letter to Catholic Community Services,  
14   asserting the following:

15               We have recently discovered that your business is accepting  
16               documentation for housing from Kenneth Moultry using the  
17               mark Sober Solutions Transitional Housing.

18               Kenneth Moultry is not authorized to sign on behalf of Sober  
19               Solutions or make decisions in regard to Sober Solutions.  
20               Any documentation received on behalf of Sober Solutions  
                Transitional Housing should bear the signature of Rosemary  
                Hibbler only.

21               Rosemary Hibbler is the only authorized individual to sign  
22               for your service or product for Sober Solutions Transitional  
                Housing.

23               Payments for individuals on the Hen program should be  
24               forwarded to 1402 Auburn Way N # 303 Auburn,  
                Washington 98002.

25               We believe we have the exclusive right to use this trademark  
26               for the following reasons:

1. We have registered Sober Solutions with the Washington State Trademark Office, Register No. 57517 on December 8, 2014.

While the purpose of this letter is to open a dialogue between us, please be advised that we are prepared to take all actions necessary to protect our mark. If you have questions about this letter, please feel free to contact me.

Ms. Hibbler attached a copy of the Secretary of State certificate number 57517 that had been issued on December 8, 2014 purportedly granting her a state trademark for Sober Solutions.

As a result of the confusion, Catholic Community Services cancelled a tour that had been scheduled for January 5, 2015 for possibly relocating approximately 20 residents from a CCS facility that was closing. While CCS ultimately moved forward with its partnership with Sober Solutions in the spring of 2015, Sober Solutions lost the opportunity to house the 20 individuals and potential placements between December of 2014 and the Spring of 2015.

3.19 On or about December 22, 2014, Rosemary Hibbler filed a Trademark/Service Mark Application with the United States Patent and Trademark Office (serial number 86487949) purporting to register the mark "Sober Solutions." Ms. Hibbler identified herself as the owner of the trademark and listed the legal entity (e.g. herself) as a corporation, declaring:

The signatory believes that: if the applicant is filing the application under 15 U.S.C. Section 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with the goods/services in the application, and such use by the applicant's related company or licensee inures to the benefit of the applicant; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. Section 1051(b), Section 1126(d), and/or Section 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention to use or use through the applicant's related company or licensee the

1 mark in commerce on or in connection with the  
2 goods/services in the application. The signatory believes that  
3 to the best of the signatory's knowledge and belief, no other  
4 person has the right to use the mark in commerce, either in  
5 the identical form or in such near resemblance as to be likely,  
6 when used on or in connection with the goods/services of  
7 such other person, to cause confusion or mistake, or to  
8 deceive. The signatory being warned that willful false  
9 statements and the like are punishable by fine or  
10 imprisonment, or both, under 18 U.S.C. Section 1001, and  
11 that such willful false statements and the like may jeopardize  
12 the validity of the application or any registration resulting  
13 therefrom, declares that all statements made of his/her own  
14 knowledge are true and all statements made on information  
15 and belief are believed to be true.

16 Signature: /Rosemary Hibbler/ Date Signed: 12/22/2014  
17 Signatory's Name: Rosemary Hibbler  
18 Signatory's Position: Owner

19 3.20 Following her termination on December 23, 2014, Rosemary Hibbler attempted to  
20 convince Puget Sound Energy to disconnect electrical service for approximately forty-five  
21 units, and began threatening third-parties with whom the Sewells had contractual relationships.  
22 Although Ms. Hibbler never owned anything related to Sober Solutions, Sober Solutions  
23 Transitional Housing Services, LLC or Sober Solutions Transitional Housing, she publicly and  
24 wrongfully assumed control of Sober Solutions Transitional Housing.

25 3.21 On December 23, 2014, Ms. Hibbler contacted the Sewells insurance agent  
26 regarding cancellation of their insurance for all of the properties and stated,

Good Afternoon Nancy,

Effective immediately, please remove all Patricia Sewells and  
Vincent Sewells properties from the Sober Solutions insurance  
contract that I entered.

Under no circumstances are Patricia Sewell and or Vincent Sewell to  
make changes to the policy that covers the program under the name  
Sober Solutions.

1 Please give me a call if you have any questions.

2 Rosemary Hibbler  
3 Executive Director  
4 Sober Solutions

5 3.22 Amelia Williams, Vincent's sister and Patricia's daughter, opened a Sprint cellular  
6 telephone account for use by Vincent Sewell and Patricia Sewell. On November 2, 2010 the  
7 Sewells opened and established the telephone number 253-344-8366 for the purpose of his  
8 business Sober Solutions. Upon her termination, Hibbler failed to return the mobile devices  
9 opened and used for the purpose of Sober Solutions Transitional Housing. On December 26,  
10 2014, Amelia Williams reported the telephone and tablet as stolen. Ms. Hibbler then accused  
11 Amelia Williams of "burglary" of the phone number and equipment related to 253-344-8366 in  
12 an effort to seize control of the phone number and related equipment. Ms. Hibbler utilized the  
13 phone number on her advertising after her termination.

14 3.23 Notwithstanding her termination on December 23, 2014, Ms. Hibbler sent a letter  
15 dated December 22, 2014 to Vincent Sewell and his contract web designer demanding that they  
16 "cease and desist" using the Sober Solutions name.

17 3.24 On December 26, 2014, Ms. Hibbler submitted a "Nonprofit Corporation  
18 Amended Annual Report" to the Washington Secretary of State changing the Board of  
19 Directors of Sober Solutions Transitional Housing from Vincent Sewell, Amelia Williams, and  
20 June Lu to Rosemary Hibbler, Christopher Gomez, and Rosa Remedios. The actual Board of  
21 Directors of Sober Solutions Transitional Housing never authorized this amendment.

22 3.25 On December 26, 2014, Rosemary Hibbler sued Vincent Sewell and Patricia  
23 Sewell in King County District Court small claims court for items they allegedly failed to  
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1 return to Hibbler. The Small Claims Court denied Hibbler's claim and dismissed her case on  
2 February 11, 2015.

3 3.26 On December 29, 2014, Rosemary Hibbler and "Sober Solutions" filed a federal  
4 lawsuit against Vincent Sewell, Patricia Sewell, Amelia Williams<sup>1</sup>, and Kenneth Moultry<sup>2</sup> for  
5 trademark infringement and moved the court to issue a temporary restraining order ("TRO")  
6 barring them from using the Sober Solutions name. On January 20, 2015, the federal court  
7 ordered Hibbler to provide proof of service of the TRO. When Hibbler failed to comply with  
8 the Court's January 20, 2015 order, it denied Hibbler's motion for a temporary restraining order  
9 on January 30, 2015. After again denying a second TRO motion filed by Hibbler, the Court  
10 ultimately granted the Sewell's Motion to Dismiss on April 9, 2015. In her April 9, 2015 Order,  
11 United States District Judge Marsha J. Pachman granted the Sewells' Motion to Dismiss as to  
12 Ms. Hibbler's federal trademark infringement claim with prejudice and declined to exercise  
13 jurisdiction over Ms. Hibbler's remaining state law claims against the Sewells and dismissed  
14 Hibbler's state law claims without prejudice. Throughout the Sewell' defense, they consistently  
15 asserted that they are the true owners of the Sober Solutions name and put Hibbler on notice of  
16 this fact.  
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18 3.27 On January 23, 2015, someone acting on behalf of Hibbler contacted George  
19 Brummell of George Brummel Counseling, a business partner of the Sewells, and informed  
20 him that the Sewells had been sued and "that to operate under Sober Solutions would be  
21 against the law."  
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23 3.28 On or around January 24, 2015, Rosemary Hibbler and/or agents acting on her  
24 behalf visited all of the Sewell properties and posted notices stating;  
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26 <sup>1</sup> Amelia Williams is Vincent Sewell's sister and Patricia Sewell's daughter.

<sup>2</sup> Kenneth Moultry is a site leader (contract manager) for the Sewells' Sober Solutions program.



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1           3.31    In February of 2015, Vincent Sewell filed a federal trademark application for  
2    "Sober Solutions Transitional Housing Services" and a state trademark reservation for "Sober  
3    Solutions Transitional Housing" and "Sober Solutions Transitional Housing Services, LLC."

4           3.32    On February 27, 2015, Vincent Sewell terminated Sober Solutions Transitional  
5    Housing Services' (EIN 90-0633298) tax exempt status with the Internal Revenue Service  
6    effective December 31, 2014. According to the Washington Secretary of State, as of June 29,  
7    2015, Rosemary Hibbler continues to operate "her" nonprofit as "Sober Solutions Transitional  
8    Housing Services" as a tax exempt entity operating under EIN 90-0633298.

9           3.33    In or around April of 2015, Hibbler began renting 2302 O St. NE, Auburn,  
10   Washington to provide transitional housing under the Sober Solutions trade name. This  
11   property is three buildings from the Sewells rental property located at 2212 O St. NE, Auburn,  
12   Washington.

13           3.34    In May of 2015, employees of ACE Cash Express contacted the Sewells to  
14   question them about checks drawn on a bank account for Sober Solutions Transitional Housing  
15   that apparently were returned for nonpayment. According to an email sent on May 22, 2015  
16   from Kenneth W. Odum, Check Collections Specialist for ACE Cash Express to the Sewells,  
17   Hibbler claimed:  
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20                   [T]he reason she couldn't pay for the 2 outstanding checks,  
21                   was because her account had been compromised by your  
22                   business, and had taken all the funds available and closed the  
23                   account. I asked her how that was possible? Since she had to  
24                   be the only one to approve that transaction? She said:  
25                   becuase (*sic*) you all share the same name, and everything  
26                   was identical there was no problem to do that & she is  
                    working closely with legal counsel regarding this matter.  
                    She asked me to call back for more information after lunch,  
                    but when I called back, it just went straight to voice mail.  
                    That's why I called (the Sewells) to validate any of that  
                    'Story' because it sounded kind of fishy?

1           3.35    On June 11, 2015, Rosemary Hibbler sent an email asserting that the Sewells'  
2 Sober Solutions garage sale fundraiser was unlawfully using the Sober Solutions trade name  
3 because the trademark belongs to her.

4           3.36    According to internet website information for the Washington State Women  
5 Veterans Advisory Committee as of June 4, 2015, Rosemary Hibbler serves on the Washington  
6 State Women Veterans Advisory Committee as the program director of "Sober Solutions  
7 Transitional Housing."

8           3.37    On June 16, 2015, Rosemary Hibbler sent an email to the Washington Department  
9 of Corrections requesting a meeting with the Superintendent of the Department of Corrections  
10 to challenge the Department of Corrections' refusal to authorize her as an eligible housing  
11 vendor under the Sober Solutions name. Her email, sent under the email tag "Sober Solutions  
12 ,sobersolutions2@gmail.com>" asserts "I parted ways with Patricia Sewell, Vincent Sewell  
13 and their Sober Solutions company ... and formed my own company." Ms. Hibbler closes her  
14 email by asserting that she is the "Executive Director" of "Sober Solutions Supportive  
15 Services" with an internet web address of [www.sobersolutionshousing.org](http://www.sobersolutionshousing.org). The Department of  
16 Corrections is a major source of housing funding for the Sewells because they house inmates  
17 upon their release from DOC facilities.

18           3.38    On June 19, 2015, Hibbler sought an antiharassment order in King County  
19 District Court against Patricia Sewell and Vincent Sewell. The Court refused to enter an  
20 emergency order and set the matter over for hearing on July 1, 2015.

#### 21                               **IV. CAUSES OF ACTION**

##### 22                               **First Cause of Action: Breach of Washington's Consumer Protection Act** 23                               **RCW 19.86.020**

1           4.1     Plaintiffs incorporate herein by reference as though fully set forth at length each  
2     and every preceding allegation and statement contained herein, inclusive, of the Factual  
3     Allegations.

4           4.2     Washington's Consumer Protection Act provides that "unfair methods of  
5     competition and unfair or deceptive acts or practices in the conduct of any trade or commerce  
6     are hereby declared unlawful." RCW 19.86.020. The Washington courts have interpreted this  
7     statute in establishing the elements of the WCPA in that "an action for damages under the  
8     WCPA, a party must prove: (1) an unfair deceptive act or practice; (2) in conduct of trade or  
9     commerce; (3) that has an impact on public interest; (4) which causes an injury to the plaintiffs  
10    in their business or property; and (5) that there is a casual link between the unfair practice or  
11    deceptive act and the injury suffered." *Picket v. Hollan America Line-Westours, Inc.*, 145 Wn.  
12    2d 178, 35 P.3d 351 (2001), cert. denied 536 U.S. 941, 122 S. Ct. 2624, 153 L.Ed 2d 806 (2002).  
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14          4.3     In the present matter, regardless of intent, given the various means by which the  
15    defendant continued to use the Sober Solutions, Sober Solutions Transitional Housing, and/or  
16    Sober Solutions Transitional Housing Services, LLC name in correspondence; letterhead;  
17    signage; brochures; banners, invoices; receipts; websites; email addresses; contracts with third-  
18    parties; advertising; media communications; client agreements, applications, contracts, rules,  
19    regulations, communications, and correspondence; utility billing; banking; and federal, state, and  
20    local government communications and licensure there was a tendency or capacity to deceive.  
21    *Sing v. John L. Scott*, 134 Wn.2d 24, 30, 948 P.2D 816 (1997)). Indeed, Hibbler's  
22    communications with the Sewells' tenants, and partners, including George Brummell and  
23    Catholic Community Services, and with the government, including the Secretary of State, United  
24    States Patent and Trademark Office, Internal Revenue Service, and the Department of  
25    26

1 Corrections, demonstrate that Hibbler's unauthorized use of the Sober Solutions name confused  
2 the government and parties with whom the Sewells had been conducting business.

3 4.4 The defendant has been involved in numerous forms of public and indirect  
4 advertising such as the world-wide web which have a great deal of potential to deceive members  
5 of the public in general, and consequently, engaged in deceptive acts or practices that had a  
6 tendency or capacity to deceive. *Henry v. Robinson*, 67 Wash. App. 277, 291, 834 P.2d 1091  
7 (1992).

8 4.5 The defendant's acts of deceiving the public, via the use of Sober Solutions, Sober  
9 Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC  
10 business name, were clearly done in the course of making profit for her personally, and thus,  
11 were easily within the scope of conduct of trade or commerce. *State Farm Fire and Cas. Co. v.*  
12 *Huynh*, 92 Wn.App. 454, 962 P.2d 854 (1998).

14 4.6 In the present matter, the defendant utilized the Sober Solutions, Sober Solutions  
15 Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business  
16 names for the purpose of maintaining a customer base at her own business by advertising to the  
17 public in general via various publications such as an Internet website, signage, and government  
18 communications, and thus, established a public interest in the matter. *Cotton v. Kronenberg*, 111  
19 Wn.App. 258, 44 P.3d 878 (2002), (reconsideration denied, review denied, 148 Wn.2d 1011, 62  
20 P.3d 890). Moreover, Hibbler's conduct directly affects the public interest because her actions  
21 threaten to harm the policy objectives and the integrity of governmental operations, including  
22 the Secretary of State, United States Patent and Trademark Office, Internal Revenue Service,  
23 and the Department of Corrections. Indeed, Hibbler's continued operation of Sober Solutions  
24 Transitional Housing as a non-profit charity after the termination of its tax-exempt status directly  
25  
26

1 impacts the public interest because of the government's interest in preventing tax evasion and  
2 the operation of unlawful charities that prey on a charitably inclined public.

3 4.7 As a result of the defendant's actions, plaintiffs suffered injury in the form of a loss  
4 of income from their business. *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*,  
5 105 Wash.2d 778, 792, 719 P.2d 531, 539 (1986). (see also *Robinson v. Avis Rent A Car System,*  
6 *Inc.*, 106 Wn.App. 104, 22 P.3d 818 (2001), review denied 145 Wash.2d 1004, 35 P.3d 381).  
7 The plaintiffs have lost business income and clients resulting from Hibbler's continued use of  
8 their business name and related actions, including the posting of notices and legal pleadings on  
9 their real property threatening and warning Sober Solutions clients and contractors, mailing  
10 threatening letters to Sewell business partners demanding they direct payment to her; and  
11 operating a property on the same street and under the same name as the Sewells. In particular,  
12 plaintiffs have encountered numerous customers that have conducted business with the  
13 defendant because they were under the impression that the defendant was somehow affiliated  
14 with the plaintiffs' business.  
15

16 **Second Cause of Action: Common Law Trade Name Infringement**  
17

18 4.8 Plaintiffs incorporate herein by reference as though fully set forth at length each  
19 and every preceding allegation and statement contained herein, inclusive, of the Factual  
20 Allegations.

21 4.9 In the present matter, the Plaintiffs have been using the Sober Solutions, Sober  
22 Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC  
23 name since 2010, ***while the defendant was serving time in prison for theft and forgery***, and  
24 well before the defendant misappropriated the name for her unlawful use in 2015. Thus, the  
25 plaintiffs have the right to the exclusive use of the trade name. *Bishop v. Hanenburg*, 39  
26 Wn.App. 734, 695 P.2d 607 (1985).



1           4.10   The defendant infringed on the plaintiffs' Sober Solutions, Sober Solutions  
2 Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business  
3 name by continuing to use the exact same business name in the exact same industry without  
4 authorization so as to deceive or mislead persons of ordinary caution into the belief that they  
5 are dealing with one concern when they are dealing with other. *Foss v. Culbertson*, 17 Wash.2d  
6 610, 136 P.2d 711 (1943). (see also *Cedar-Al Products, Inc. v. Chamberlain*, 38 Wn.App. 626,  
7 687 P.2d 880 (1984)).

8           4.11   The name, Sober Solutions, Sober Solutions Transitional Housing, and/or Sober  
9 Solutions Transitional Housing Services, LLC name is very descriptive and original, associated  
10 with and specific to the Sewells. The defendant has no inclination to use the Sober Solutions,  
11 Sober Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services,  
12 LLC name other than for the purposes of exploiting it for profit. *Bishop v. Hanenburg*, 39  
13 Wn.App. 734, 695 P.2d 607 (1985). (see also *Cedar-Al Products, Inc. v. Chamberlain*, 38  
14 Wn.App. 626, 687 P.2d 880 (1984)).

15           4.12   The defendant's acts were in bad faith in that the defendant's continued use of the  
16 Sober Solutions, Sober Solutions Transitional Housing, and/or Sober Solutions Transitional  
17 Housing Services, LLC name after being put on notice in her federal court action that the name  
18 belonged to the Sewells. Worse, Hibbler continued to use the Sober Solutions name even after  
19 her federal trademark infringement claims were dismissed by the federal court with prejudice  
20 on April 9, 2015.

21           4.13   Lastly, Vincent Sewell terminated Hibbler's affiliation with Sober Solutions on  
22 December 23, 2014 and never authorized her to take over the non-profit, obtain trademarks, or  
23 otherwise the Sober Solutions name in her business correspondence; letterhead; signage;  
24 brochures; banners, invoices; receipts; websites; email addresses; contracts with third-parties;  
25 advertising; media communications; client agreements, applications, contracts, rules,  
26 regulations, communications, and correspondence; utility billing; banking; and federal, state,

1 and local government communications and licensure. As a result of Hibbler's wrongful use of  
2 the Sober Solutions name, the plaintiffs have witnessed a drop in their business and clients  
3 resulting from the defendants continued use of the plaintiff's business name in general, and  
4 more specifically, at a location less than one mile from their business. In particular, plaintiffs  
5 have encountered numerous customers that have conducted business with the defendant  
6 because they were under the impression that the Defendant was somehow affiliated with the  
7 plaintiffs' business. Thus, the plaintiffs and defendant are in direct competition for customers.

8 **Third Cause of Action: Tortious Interference with Business Expectancy**

9 4.14 Plaintiffs incorporate herein by reference as though fully set forth at length each  
10 and every preceding allegation and statement contained herein, inclusive, of the Factual  
11 Allegations.

12 4.15 Tortious interference occurs where the plaintiffs can show (1) the existence of a  
13 valid contractual relationship or business expectancy (2) the defendant had knowledge of that  
14 expectancy; (3) an intentional interference inducing or causing a breach or termination of the  
15 relationship or expectancy; (4) the defendant interfered for an improper purpose or used  
16 improper means; and (5) damage resulted. *Hudson v. City of Wenatchee*, 94 Wn.App. 990, 974  
17 P.2d 342 (1999) (see also *Goodyear Tire & Rubber Co. v. Whiteman Tire, Inc.*, 86 Wn.App. 732,  
18 935 P.2d 628 (1997); *Leingang v. Pierce Co. Med. Bureau, Inc.*, 131 Wash.2d 133, 930 P.2d 288  
19 (1997)).  
20  
21

22 4.16 Firstly, the existence of a valid contractual relationship or business expectancy, if  
23 a defendant has interfered in a business relationship between the plaintiffs and a third party that  
24 does not involve a valid contract, the plaintiffs may still have a valid cause of action for  
25 intentional interference with business expectancy with at least a reasonable expectation of  
26 fruition. *Seymanski v. Dufault*, 80 Wn.2d 77, 84-85, 491 P.2d 1050 (1971) (see also Restatement



1 of Torts § 766A (1939)). Here, future dealings with prospective customers obtained by the  
2 defendant using the Sober Solutions, Sober Solutions Transitional Housing, and/or Sober  
3 Solutions Transitional Housing Services, LLC name would most certainly fall within the scope  
4 of this rule, as such prospective transaction with customers for the purpose of providing services  
5 for profit would clearly constitute a contract with a “reasonable expectation of fruition.” Most  
6 significantly, Hibbler actually wrongfully asserted her ownership of the Sewells' business and  
7 the Sober Solutions name to the Sewells own tenants; insurance providers, utility partners,  
8 including Sprint and Puget Sound Energy; and business partners such as the Department of  
9 Corrections.

10  
11 4.17 Secondly, that the defendant had knowledge of that expectancy, in that the  
12 defendant had previously worked on contract for Vincent Sewell and Sober Solutions, Sober  
13 Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC.  
14 The defendant knew that the Sewells were trying to establish a partnership with the Catholic  
15 Community Services HEN program to provide housing for CCS clients.

16 4.18 Thirdly, the Sewells can demonstrate that Hibbler intentionally interfered with their  
17 contractual expectancies by inducing or causing a breach or termination of the relationship or  
18 expectancy. Hibbler was a mere contractor of the Sewells and Sober Solutions and any actions  
19 taken by Hibbler to claim ownership of Sober Solutions outside the scope of her contract or after  
20 its termination were wrongful and intentional. Furthermore, the defendant's misappropriation  
21 and misrepresentation of her ownership of the Sober Solutions name or entity in communications  
22 with Catholic Community Services and other third parties caused the termination of a business  
23 expectancy of current and future relationships with potential clients and customers in the  
24 government and non-profit area by misleading government and non-profit customers into falsely  
25  
26

believing Hibbler was affiliated with the Sober Solutions, Sober Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC name.

4.19 Fourthly, the defendant, after being terminated from Sober Solutions and after being provided with notice to refrain from such use, infringed on the Sober Solutions, Sober Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business name for the sole purpose of the Defendant's own pecuniary interests and to the subsequent detriment of the plaintiffs. Thus, the defendant's acts were done with improper purpose or by improper means. *Pleas v. City of Seattle*, 112 Wash.2d 794, 774 P.2d 1158 (1989) (see also Restatement (Second) of Torts, § 766B comment d).

4.20 Lastly, the plaintiffs have suffered a loss of actual and potential customers from government and non-profit agency customers area that were misled into believing that the Sober Solutions, Sober Solutions Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business was still affiliated with the defendant's business after the plaintiffs had provided the defendant with notice to refrain from such use. The plaintiffs witnessed a drop in their business and clients resulting from the defendant's continued use of the plaintiffs' business name less than one mile from their business. In particular, plaintiffs have encountered numerous customers that have conducted business with the defendant because they were under the impression that the defendant was somehow affiliated with the plaintiffs' business.

#### **Fourth Cause of Action: Common Law Fraud**

4.21 Plaintiffs incorporate herein by reference as though fully set forth at length each and every preceding allegation and statement contained herein, inclusive, of the Factual Allegations.

1           4.22   The nine elements of fraud are (1) Representation of an existing fact; (2) The  
2 speaker's knowledge of its falsity; (5) The speaker's intent that it be acted upon by the plaintiff  
3 (or third party); (6) Plaintiff (or third party's) ignorance of the falsity; (7) Plaintiff (or third  
4 party's) reliance on the truth of the representation; (8) Plaintiff (or third party's) right to rely on  
5 it; and (9) Resulting damages. *Stiley v. Block*, 130 Wn. 2d 486, 925 P.2d 194 (1996)  
6 (distinguished on other grounds), (see also *Hoffer v. State*, 110 Wn.2d 415, 755 P.2d 781 (1988),  
7 aff'd on rehearing 113 Wn.2d 148, 776 P.2d 963 (1989) and cases cited therein).

8           4.23   The defendant, a convicted thief and forger, used the Sober Solutions trade name  
9 to fraudulently assert that she was the owner in-fact of the plaintiff's business, to obtain  
10 government contracts, and to market her operation as a tax-exempt entity, which is clearly a  
11 misrepresentation of an existing fact. *Nyquist v. Foster*, 44 Wash.2d 465, 268 P.2d 442 (1954);  
12 *North Pac. Plywood, Inc. v. Access Road Builders Inc.*, 29 Wn.App. 228, 628 P.2d 482 (1981).

13           4.24   The defendant, by fraudulently representing that she was affiliated with the  
14 plaintiff's business in order to obtain government contracts and to market her operation as a tax-  
15 exempt entity, influenced numerous customers into obtaining services from the defendant or  
16 delaying or avoiding business relationships with the legitimate Sober Solutions program. *Martin*  
17 *v. Miller*, 24 Wn.App. 306, 600 P.2d 698 (1979) (citing Restatement (Second) of Torts § 538).

18           4.25   The defendant's representations were clearly false, as the defendant was in no way  
19 affiliated with the plaintiff's business name after December of 2014, the tax-exempt status  
20 terminated in December of 2014, and the federal court dismissed her federal trademark claims  
21 in April of 2015.

22           4.26   The defendant knowingly engaged in an on-going campaign of theft, harassment,  
23 intimidation, litigation, and misappropriation acted to hijack the Sober Solutions name after  
24  
25  
26

1 Vincent Sewell terminated her affiliation with Sober Solutions on or about December 23, 2014.  
2 In addition, knowledge can be inferred by the defendant's failure to refrain from utilizing the  
3 plaintiff's business name after being put on notice in her federal court action that the name  
4 belonged to the Sewells and after her federal trademark infringement claims were dismissed by  
5 the federal court with prejudice on April 9, 2015. *Marr v. Cook*, 51 Wn.2d 338, 340-41, 318 P.2d  
6 613 (1957). (see also *Swanson v. Solomon*, 50 Wash.2d 825, 314 P.2d 655 (1957)).

7 4.27 Defendant, as a former contractor, knew the Sewell's business name contained  
8 sufficient recognition and goodwill to attract business government and non-profit customers in  
9 the King County area. Thus, by continuing to use the plaintiffs' business name after her  
10 termination, the defendant clearly intended that the misrepresentation would be acted upon by  
11 customers to fraudulently obtain business customers. *Haberman v. Washington Public Power*  
12 *Supply System*, 109 Wash.2d 107, 744 P.2d 1032 (1987).

14 4.28 The customers were ignorant of the falsity of the information, because only the  
15 Defendant was privy to the fact that she was not affiliated with the plaintiffs' business name and  
16 had no actual legal basis to use the name following her termination.

18 4.29 Customers reasonably relied and had a right to rely on the defendant's false  
19 representations, as it would not be reasonable under the circumstances for each customer to  
20 inquire with management as to the validity of the defendant's business name, when there is no  
21 contradictory information before them. *Lawyers Title Ins. Corp. v. Baik*, 147 Wash.2d 536, 55  
22 P.3d 619 (Wash. Oct 17, 2002).

24 4.30 Plaintiffs suffered damages from loss of business and loss of goodwill proximately  
25 caused by the defendants' fraudulent representation and misappropriation of the plaintiffs'  
26 business name. *Turner v. Enders*, 15 Wash. App. 875, 552 P.2d 694, Wash. App., 1976 (see also

1 *Salter v. Heiser*, supra, 39 Wash.2d at 832, 239 P.2d 327). The plaintiffs have spent tens of  
2 thousands of dollars and diverted countless hours away from the operation of their business to  
3 counteract Hibbler's malicious and unfounded misappropriation campaign. Moreover, the  
4 plaintiffs have witnessed a drop in their business and clients resulting from the defendant's  
5 continued use of the plaintiffs' business name at a location less than one mile from their business.  
6 In particular, plaintiffs have encountered numerous customers that have conducted business with  
7 the defendant because they were under the impression that the defendant was somehow affiliated  
8 with the plaintiffs' business. As a direct and proximate result of the aforementioned conduct of  
9 defendant as described above, plaintiffs have been damaged in amounts to be proven at trial.  
10

11 4.31 The extent of damages is to be determined during the course of discovery.

12 4.32 Furthermore, these acts are a violation of RCW 9A.56.320, the criminal statute  
13 involving financial fraud and the unlawful possession and production of instruments.  
14

#### 15 **Fifth Cause of Action: Unjust Enrichment**

16 4.33 Plaintiffs incorporate herein by reference as though fully set forth at length each  
17 and every preceding allegation and statement contained herein, inclusive, of the Factual  
18 Allegations.

19 4.34 In the present matter, the defendant obtained knowledge and connections in the  
20 course of her contractual relationship with the Plaintiffs that she utilized to her benefit and to  
21 their detriment. Plaintiffs have encountered numerous customer that have conducted business  
22 with the defendant because they were under the impression that the defendant was somehow  
23 affiliated with the plaintiffs' business. Thus, the defendant retained proceeds derived from  
24 unauthorized use that infringed on the plaintiffs' business name in a manner that was not  
25 bargained for in the course of their contractual relationship with the defendant and after  
26

1 numerous notifications to refrain from such use. *Lynch v. Deaconess Medical Center*, 113  
2 Wash.2d 162, 164, 776 P.2d 681 Wash. (1989) (see also *Chandler v. Washington Toll Bridge*  
3 *Authority*, 17 Wash.2d 591, 137 P.2d 97 (1943)).

4 **V. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment against  
6 defendant Rosemary A. Hibbler a/k/a Rosemary Pargoud a/k/a Rosemary Barnes d/b/a Sober  
7 Solutions and/or d/b/a Sober Solutions Transitional Housing and order that:

- 8 A. The Defendant be barred from bringing any further claims against the Sewells after finding  
9 that Rosemary Hibbler is a vexatious litigant;  
10  
11 B. The Defendant refrain from the continued use of Sober Solutions, Sober Solutions  
12 Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business  
13 name;  
14  
15 C. The Defendant to send notice to all of the third parties with whom she has communicated  
16 that she has been barred from the continued use of Sober Solutions, Sober Solutions  
17 Transitional Housing, and/or Sober Solutions Transitional Housing Services, LLC business  
18 name;  
19  
20 D. The Secretary of State to withdraw any trademark, trade or other names from Rosemary  
21 Hibbler;  
22  
23 E. The defendant pay the Sewells compensatory and consequential damages;  
24  
25 F. The defendant pay actual damages, treble damages, costs and attorney fees under the  
26 Consumer Protection Act, RCW 19.86.020 ;

1 G. Grant ancillary remedies, including but limited to, an award of prejudgment interest on all  
2 such sums properly due to Plaintiff, reasonable attorneys' fees and taxable costs in favor  
3 of Plaintiffs and against Defendants to the full extent permitted under the law; and

4 H. Order such other and further relief at law and in equity as may be lawful, just and equitable.  
5 Plaintiffs reserve the right to amend their complaint to add additional parties and other facts, if  
6 necessary, at a later date.

7 DATED this 30th day of June, 2015.

8 BARRAZA LAW, PLLC

9 /s/ Vicente Omar Barraza

10 Vicente Omar Barraza, WSBA # 43589

11 Attorney for Plaintiffs

12 14245-F Ambaum Blvd SW

13 Burien WA 98166

14 206-933-7861/Fax 206-933-7863

15 **DEMAND FOR JURY TRIAL**

16 Please take notice that Plaintiffs Vincent K. Sewell, Patricia A. Sewell, and Sober  
17 Solutions Transitional Housing Services, LLC demand trial by jury in this action.

18 DATED this 30<sup>th</sup> day of June, 2015.

19 BARRAZA LAW, PLLC

20 /s/ Vicente Omar Barraza

21 Vicente Omar Barraza, WSBA # 43589

22 Attorney for Plaintiffs

23 14245-F Ambaum Blvd SW, Burien WA 98166

24 206-933-7861/Fax 206-933-7863